

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

BYBROOK CAPITAL MASTER FUND LP, and
BYBROOK CAPITAL HAZELTON MASTER
FUND LP,

Plaintiffs,

v.

THE REPUBLIC OF ARGENTINA,

Defendant.

No. 1:15-cv-07367-LAP

~~PROPOSED~~ JUDGMENT

Plaintiffs Bybrook Capital Master Fund LP and Bybrook Capital Hazelton Master Fund LP (“**Plaintiffs**”), having moved this Court for an Order of Summary Judgment, and the Court having granted summary judgment on that motion.

NOW, it is hereby, **ORDERED, ADJUDGED, AND DECREED** that the Plaintiffs shall recover from the Defendant the Republic of Argentina (the “**Republic**”) as follows:¹

1. With respect to the claim of plaintiff Bybrook Capital Master Fund LP (“**Bybrook**”) to recover on its beneficial interest in the principal amounts of \$2,394,000.00 of the 11.375% Global Bond due January 30, 2017, ISIN US040114AR16, and on \$531,000.00 of the 11.375% Global Bond due March 15, 2010, ISIN US040114FC91: Bybrook shall recover from the Republic a total of \$10,088,148.07, comprised as set forth below:

¹ All amounts herein are calculated as of February 28, 2023.

2. With respect to ISIN US040114AR16, Bybrook shall recover \$8,270,345.96, comprised of (i) \$2,394,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$3,697,466.50 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$2,178,879.46 (representing statutory pre-judgment interest, at the rate of 9%, accruing on each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$1,662.92, which figure is comprised of (i) \$756.44 in per diem interest on the unpaid principal; and (ii) \$906.48 in per diem pre-judgment interest on the unpaid interest.

3. With respect to ISIN US040114FC91, Bybrook shall recover \$1,817,802.11, comprised of (i) \$531,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$812,564.59 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$474,237.52 (representing statutory pre-judgment interest, at the rate of 9%, accruing on each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$361.39, which figure is comprised of (i) \$167.78 in per diem interest on the unpaid principal; and (ii) \$193.61 in per diem pre-judgment interest on the unpaid interest.

4. With respect to the claim of plaintiff Bybrook Capital Hazelton Master Fund LP (“**Hazelton**”) to recover on its beneficial interest in the principal amounts of: 1) \$6,638,000.00 of the 11.375% Global Bond due January 30, 2017, ISIN US040114AR16, 2) the \$98,000.00 of the 9.75% Global Bond due September 19, 2027, ISIN US040114AV28 3) the \$93,000.00 of the 12.00% Global Bond due February 1, 2020, ISIN US040114FB19, 4) the \$303,000.00 of the

11.375% Global Bond due March 15, 2010, ISIN US040114FC91, and 5) \$37,000.00 of the 12.375% Global Bond due February 21, 2012, ISIN US040114GD65: Hazelton shall recover from the Republic a total of \$24,749,775.00, comprised as set forth below:

5. With respect to ISIN US040114AR16, **Hazelton** shall recover \$22,931,727.87, comprised of (i) \$6,638,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$10,252,206.61 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$6,041,521.25 (representing statutory pre-judgment interest, at the rate of 9%, accruing on each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$4,610.88, which figure is comprised of (i) \$2,097.42 in per diem interest on the unpaid principal; and (ii) \$2,513.46 in per diem pre-judgment interest on the unpaid interest.

6. With respect to ISIN US040114AV28, **Hazelton** shall recover \$311,894.78, comprised of (i) \$98,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$133,212.63 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$80,682.16 (representing statutory pre-judgment interest, at the rate of 9%, accruing on each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$58.35, which figure is comprised of (i) \$26.54 in per diem interest on the unpaid principal; and (ii) \$31.81 in per diem pre-judgment interest on the unpaid interest.

7. With respect to ISIN US040114FB19, **Hazelton** shall recover \$333,685.61, comprised of (i) \$93,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$151,466.00 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$89,219.61 (representing statutory pre-judgment interest, at the rate of 9%, accruing on each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$68.15, which figure is comprised of (i) \$31.00 in per diem interest on the unpaid principal; and (ii) \$37.15 in per diem pre-judgment interest on the unpaid interest.


8. With respect to ISIN US040114FC91, **Hazelton** shall recover \$1,037,276.91, comprised of (i) \$303,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$463,666.80 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$270,610.11 (representing statutory pre-judgment interest, at the rate of 9%, accruing on each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$206.22, which figure is comprised of (i) \$95.74 in per diem interest on the unpaid principal; and (ii) \$110.48 in per diem pre-judgment interest on the unpaid interest.

9. With respect to ISIN US040114GD65, **Hazelton** shall recover \$135,189.83, comprised of (i) \$37,000.00 (representing the unpaid value of the principal of the bond), *plus* (ii) \$61,889.44 (representing unpaid interest on the principal of the bond, solely to the extent that the unpaid coupons became due at a point on or after six years prior to the filing of the Complaint); *and* (iii) \$36,300.39 (representing statutory pre-judgment interest, at the rate of 9%, accruing on

each recoverable unpaid interest coupon); *plus all interest that has accrued since February 28, 2023 until the date of entry of this Judgment*, in the per diem amount of \$27.96, which figure is comprised of (i) \$12.72 in per diem interest on the unpaid principal; and (ii) \$15.24 in per diem pre-judgment interest on the unpaid interest.

It is further **ORDERED** that, until further notice from the Court, plaintiffs must refrain from selling or otherwise transferring their beneficial interests in the bonds involved in this action without advising the Court in advance and obtaining permission of the Court.

Dated: 2/28/2023
New York, New York



Loretta A. Preska
United States District Judge